



## Terms and Conditions of Sale

**HandmadeFilms.com** is a website operated by Handmade Films Limited ("Handmade") incorporated and registered in England and Wales with company number 06376416, whose registered office is at 7 The Broadway, Broadstairs, Kent United Kingdom, and whose principal place of business is at Suite 8, Bynea House, Bynea Business Park, Heol Y Bwch, Bynea, Llanelli, Carmarthenshire SA14 9SU, United Kingdom.

The registered VAT number of Handmade is GB 201 1054 89.

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### DEFINITIONS

The following definitions shall apply to the Website Terms and Conditions of Use, the Terms and Conditions of Sale, the Privacy Policy and the Cookie Policy.

**'Content'** – means all software, photographs, video clips, graphics, sound, audio recordings and all other content shown on the Website

**'Handmade', 'us', 'we', 'our'** – means Handmade Films Limited

**'United Kingdom'** – means England, Scotland, Wales, Northern Ireland and the Channel Islands.

**'Website'** – means the website at [www.handmadeFilms.com](http://www.handmadeFilms.com).

**'Website Terms'** – means (i) the Website Terms and Conditions of Use and (ii) the Website Terms and Conditions of Sale.

**'you'** and **'your'** means a user of the Website.

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### PLACING AN ORDER

To place an order you must supply Handmade some compulsory personal information. You warrant that the personal information which you are required to provide is true, accurate, current and complete in all respects. You agree not to impersonate any other person or entity or use a false name or a name that you are not authorised to use. We shall use your personal information in accordance with our Privacy Policy.

You must be at least eighteen (18) years old to order goods on the Website and by placing an order you therefore warrant that you are at least eighteen (18) years old.

### PRICES

The prices payable for the goods that you order are clearly set out on the Website and are in GBP pounds sterling.

All prices are expressed inclusive of any VAT that is payable at the relevant prevailing rate in the United Kingdom.

If charges are applicable for delivery on the goods that you order, you will be informed before your order is accepted.



Prices and offers may vary from time to time and may only be available for limited periods. All prices and offers are subject to availability and may be withdrawn or amended at the discretion of Handmade and at any time.

The prices for goods on the Website may differ to the prices for the same goods in other online and retail stores.

#### **PRICING ERRORS**

Every effort is made to ensure that the prices shown on the Website are correct. In the unlikely event that an error is made in the price shown on the Website, Handmade will not be obliged to supply the goods to you at the incorrectly stated price. In these circumstances, we shall not dispatch the goods affected but will notify the correct price to you so that you can decide whether to proceed with your order at that price. If we are unable to contact you using the contact details you provided to us, we shall treat the order as cancelled and notify you via email.

If the pricing error is obvious and unmistakable and could easily have been recognised by you as a mispricing, we do not have to provide the goods to you at the incorrect price.

#### **PRE-ORDER PRICING**

Where goods are offered for sale on the Website prior to general release, the price shown for those goods is subject to change. In the event that we reduce the price, we will charge you the lower price. In the event that we increase the price, we will charge you the price that was listed on the Website when you placed the order, unless the price was the subject of a pricing error, in which case we shall contact you to advise you of the correct price and if you wish to proceed with the order. In the event that you have already paid for a new release which we subsequently reduce in price, we shall refund you the difference between the original price and the new lower price to the original method of payment.

#### **PAYMENT**

Payment for goods and any applicable delivery charges can be made using the following methods of payment; **Visa, Mastercard, Maestro and PayPal.**

Payment is processed by us at the point the order is confirmed by you with respect to payments made by PayPal.

#### **PROMOTIONAL DISCOUNT CODES**

Handmade may on occasion offer promotional discount codes. Valid discount codes can only be used at the time of purchase and cannot be used retrospectively. Discount codes can only be used at [www.handmadefilms.com](http://www.handmadefilms.com) and will be subject to the terms and conditions supplied with the discount codes.

#### **PLACING AN ORDER**

Once you have followed the ordering process on the Website and at the point you click 'make payment' you shall have placed an order with us. You will be sent an 'order confirmation' email detailing the goods you have ordered. Please note that this does not mean that your order has been accepted.

#### **ACCEPTANCE OF YOUR ORDER**



Completion of the online checkout process does not constitute acceptance by us of your offer to purchase goods from us. Our acceptance of the order will take place only when we are ready to dispatch the goods that you ordered.

Your order is an offer to buy goods from Handmade. Nothing that we say or do (including receiving payment from you in accordance with your offer) will amount to an acceptance of that offer until we actually confirm that the goods are being dispatched.

#### **CONTRACT CREATION**

There will be no contract between you and us unless and until you receive confirmation from us by means of an 'order dispatch' email that confirms that the goods you have ordered are being dispatched. At that point (and not before), a contract will come into existence between you and us, for the sale by us, of the ordered goods. At any point up until then, we may decline to supply the goods to you.

If your order is dispatched in more than one package, you shall receive confirmation from us in relation to each package dispatched and each dispatch shall be concluded as a separate contract of sale between you and us.

#### **AVAILABILITY**

If we cannot supply you with the goods you have ordered for whatever reason, we will not process your order and will inform you of this via email and, if you have already paid for the goods, refund you as soon as reasonably possible by way of refund to the original method of payment and including refund of any relevant refundable delivery cost charges. We shall have no liability to you other than by way of refunding any and all monies paid by you to us for the goods we cannot supply.

#### **DELIVERY**

We shall arrange delivery of the goods to the delivery address that you nominate when you place the order. Goods may be dispatched and arrive separately.

Any delivery charges that shall apply will be shown when you place an order.

Delivery shall be made as soon as possible after your order is processed but in any event within fourteen (14) days of us sending you an 'order dispatch' email for delivery within the United Kingdom, and within twenty-eight (28) days of us sending you an 'order dispatch' email for delivery outside the United Kingdom. We shall use our reasonable efforts to ensure that new releases are delivered on the advertised release date but we are under no obligation to do so. Please note that release dates frequently change from the initially advertised release date.

Delivery charge refunds can only be made in accordance with your legal rights under the Consumer Rights Directive 2011/83/EC.

#### **RISK**

Risk of loss and damage of the goods passes to you on the date and time when the goods are delivered.

#### **DELAYS**



Where the supply of goods is delayed or prevented for reasons beyond our control we will be under no liability to you for such delay.

### **MULTIBUYS**

Goods that are advertised on the Website as part of a multibuy promotion (e.g. 2 for 1) shall each be dispatched as soon as they are available. In the event that we are unable to supply any individual component of the multibuy order, the order for the individual item we are unable to supply shall be cancelled within 30 (thirty) days from the date the order was placed and in the event that you have paid for the goods we cannot deliver, we shall refund you the for the goods we cannot supply to the original method of payment.

### **ORDER CANCELLATION**

You may cancel your order at any time before it is processed by emailing [shop@handmadefilms.com](mailto:shop@handmadefilms.com). If the goods have not been dispatched and we have sufficient time to prevent dispatch, we will not process payment or dispatch the goods. In the event that you cancel your order too late for us to prevent dispatch, or after the goods have already been dispatched, you can refuse to take delivery so that the ordered goods are returned to us and, provided that you have not opened or damaged the ordered goods, we will refund the price paid to the original method of payment.

You are entitled to cancel your contract of an order (under the Consumer Rights Directive 2011/83/EC) if you wish, provided that you return the goods to us no longer than fourteen (14) days after the day on which you receive the goods.

If you decide to cancel you should contact us via email at [shop@handmadefilms.com](mailto:shop@handmadefilms.com) to clearly advise us of your intention to cancel including details of the order you wish to cancel and your name and address. You should return the goods to us and at your cost to Handmade Films Limited, Returns, Suite 8, Bynea House, Bynea Business Park, Heol Y Bwlch, Bynea, Llanelli, Carmarthenshire SA14 9SU, United Kingdom.

You must take reasonable care of the goods while in your possession and such goods must be unused, returned in, or with, the original packaging and in the same condition as they were when received by you, including any security seals unbroken and any shrink-wrap still intact. Any activation codes that came with the goods must be intact and unused.

If, after contacting us to advise of your intention to cancel the order, you do not return the goods to us within the timeframe detailed above, you will be deemed to have accepted the goods.

### **RETURN OF GOODS CARRIAGE**

If you choose to return any goods to us (including under your right to cancel), we shall not be responsible for any loss or damage to the goods while in transit and, for this reason, we recommend that you use a recorded delivery service. If returned goods are lost or damaged in transit, we reserve the right to charge you (or not to refund any monies attributable to) for such loss or damage.

### **REFUNDS**

Once the goods are returned to us we shall refund to you, by the method that you used to pay for the original transaction, the amount in relation to the goods which the cancellation rights apply and within fourteen (14) days from the date we received the



goods at our warehouse. This includes refunding the cost of delivery if you had paid any monies with regards to our least expensive standard delivery only. If you paid any delivery charges outside of our least expensive standard method of delivery, we shall not refund these costs. We may make a deduction from the refund for loss in value of any goods returned if the loss is the result of unnecessary handling by you.

#### **WARRANTY**

All goods purchased through the Website will correspond with their relevant description on the Website, and they will be of satisfactory quality and fit for non-commercial, domestic use. We do not make any other promises or warranties about the goods.

This warranty does not apply to any defect in the goods arising from (i) fair wear and tear, (ii) wilful damage, abnormal storage, accident, negligence by you or a third party, or (ii) if you fail to use or operate the goods in accordance with the usual usage for such goods or follow user instructions.

#### **MANUFACTURER'S GUARANTEE**

Some of the goods may come with a manufacturer's guarantee. For details of the applicable terms and conditions, you should refer to the manufacturer's guarantee which is supplied with the goods. A manufacturer's guarantee is in addition to, and does not affect your statutory rights.

#### **FAULTY AND DAMAGED GOODS**

If you receive goods from us that are damaged upon delivery or have a manufacturer's fault, you must email us at [shop@handmadefilms.com](mailto:shop@handmadefilms.com) including details of the order, the damage or fault and your name and address.

#### **LIABILITY**

Save in the case of death or personal injury due to the negligence of Handmade or where we have acted fraudulently, our total liability to you for any losses suffered by you will be limited to either the amount paid by you for the purchase of the relevant product, or to the provision of a replacement of the product concerned (where the original is returned to us).

Handmade accept no responsibility for any loss or damage caused by us (or our employees, agents or sub-contractors) where such loss is: (i) not a foreseeable result to both you and us (as at the time that you submit your order) of a breach of the relevant legal duty by us; (ii) related to a business; or, (iii) related to loss or damage to premises or property unless caused by our negligence or wilful misconduct.

The above limitations on our liability do not affect your non-excludable statutory rights as a consumer.

You are responsible for the use of products that you obtain from us. We exclude all liability to the extent permitted by law, for any costs, losses or damages resulting from or related to your use or attempted use of the products in countries outside the United Kingdom.



Except in respect of a payment obligation, neither of us will be liable to the other for any failure to perform any obligation owed to the other due to causes beyond its reasonable control, for example, industrial disputes, fire, storms, failings of the internet or public communications networks, or technical difficulties.

#### **FORCE MAJEURE**

Handmade shall have no liability to you for any failure to deliver goods you have ordered or any delay in doing so or for any damage or defect to goods delivered that is caused by any event or circumstance beyond our reasonable control.

#### **INVALIDITY/SEVERANCE**

If any part of these Website Terms is deemed unlawful, void or for any reason unenforceable (including any provision in which Handmade excludes its liability to you) then that provision shall be deemed to be severable from the Website Terms and shall not affect the validity and enforceability of any other part of the Website Terms.

#### **WAIVER**

No waiver by Handmade shall be construed as a waiver of any proceeding or succeeding breach of any provision.

#### **OTHER LEGAL NOTICES**

There may be legal notices on other areas of this Website which relate to your use of the Website, all of which will, together with these Website Terms govern your use of this Website.

#### **COMPLAINTS**

Handmade operates a complaints handling procedure which is used to try to resolve disputes when they first arise. If you have a complaint, please write to: Customer Services, Handmade Films Limited, Suite 8, Bynea House, Bynea Business Park, Heol Y Bwch, Bynea, Llanelli, Carmarthenshire SA14 9SU, United Kingdom or complete the contact us form found at [www.handmadefilms.com](http://www.handmadefilms.com)

#### **GOVERNING LAW**

The contract between us shall be governed by and interpreted in accordance with English law and the English courts shall have jurisdiction to resolve any dispute between us. By accessing this Website you agree to submit to English law. All contracts and correspondence shall be concluded in English.

#### **ENTIRE AGREEMENT**

These Website Terms set out the entire agreement between you and us and supersede any and all prior terms, conditions, warranties and/or representations to the fullest extent permitted by law.

You confirm that, in agreeing to accept the Website Terms you have not relied on any representation save insofar as the same has expressly been made a term of these Website Terms and you agree that you have no remedy in respect of any representation.



These Website Terms do not affect your statutory rights as a consumer within the United Kingdom.

#### **UPDATES TO THE WEBSITE TERMS**

Handmade reserves the right to change the Website Terms at any time. Any such change shall take effect when posted on the Website and it is your responsibility to read the Website Terms on each occasion that you use the Website and your continued use by accessing, browsing, registering with, or placing an order on the Website, shall signify your acceptance to be bound by the then current Website Terms. If you do not agree to the Website Terms in their entirety you should not use the Website.